

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

AUG 28 2023

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RICHLAND, WASHINGTON

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9
10 UNITED STATES DISTRICT COURT
11 FOR THE EASTERN DISTRICT OF WASHINGTON
12

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 INSAF A. KARAWI,

17 Defendant.

Case No: 4:21-cr-06042-MKD-3

Pretrial Diversion Agreement

18 Plaintiff, United States of America, by and through Vanessa R. Waldref, United
19 States Attorney for the Eastern District of Washington, and George J.C. Jacobs, III,
20 Assistant United States Attorney, as well as Defendant, INSAF A. KARAWI, and
21 Defendant's counsel, Nicholas Marchi, agree to the following Pretrial Diversion
22 Agreement (the "Agreement"):

23 **I. Overview and Information**

24 1. In or about February 2019, the Federal Bureau of Investigation (FBI)
25 opened an investigation into allegations that several individuals were involved in a
26 scheme to defraud insurance companies and obtain money and property by staging
27 automobile accidents and filing false claims with insurance companies, in violation of
28 18 U.S.C. § 1341.

1 2. Defendant waives indictment by grand jury and consents to the filing of
2 an Information in the United States District Court for the Eastern District of
3 Washington, charging Defendant with one count of Mail Fraud, in violation of 18
4 U.S.C. § 1341, as set forth below.

5 3. Defendant stipulates and agrees that Defendant did in fact violate 18
6 U.S.C. § 1341 and that the United States could prove Defendant's guilt beyond a
7 reasonable doubt. Defendant wishes to accept responsibility for this conduct.
8 Accordingly, Defendant stipulates and agrees to the following facts, referred to herein
9 as the "Covered Conduct":

10 a. On May 28, 2019, in furtherance of a scheme and artifice to
11 defraud an insurance company out of money and property, Defendant participated in a
12 staged automobile accident with Ali Abed Yaser, Hasanaein A. Yaser, Ameer R.
13 Mohammed, and Seifeddine Al-Kinani on County Route 12, between Johnson Road
14 and Missimer Road, in Benton County, Washington, in the Eastern District of
15 Washington. The staged accident involved a 2009 Hyundai Sonata, driven by Ameer
16 R. Mohammed with passenger Seifeddine Al-Kinani, being purposely driven into an
17 unoccupied 2014 Lexus IS, registered to Defendant. At the time, the Washington
18 State Employee's Credit Union ("WSECU") had a lien of approximately \$30,018.78
19 on the 2014 Lexus IS. As part of the staging, Defendant, Ali Abed Yaser, and
20 Hasanein A. Yaser exited the Lexus IS prior to the crash and watched Ameer R.
21 Mohammed intentionally ram it.

22 b. At Ali Abed Yaser's instructions, and in furtherance of the scheme
23 and artifice to defraud, Defendant subsequently sought medical treatment and filed a
24 fraudulent insurance claim with State Farm Insurance Company in which she falsely
25 represented that her 2014 Lexus IS was damaged in the accident. As a result of her
26 materially false and fraudulent representations, on July 25, 2019, Defendant
27 knowingly, and with intent to defraud, caused to be delivered by U.S. Mail a State
28 Farm Insurance Company check (no. 650984) payable to Defendant and WSECU in

1 the amount of \$19,251.99 as lien payoff settlement on 2014 Lexus IS. The insurance
2 check was mailed from State Farm Insurance Company to the State of Washington
3 from outside the State of Washington.

4 c. Defendant admits that the accident was staged, no one was in the
5 Lexus, and she had no physical injuries since she was not even in the Lexus IS when it
6 was deliberately rammed.

7 4. On authority from the Attorney General of the United States, through
8 Vanessa R. Waldref, United States Attorney for the Eastern District of Washington,
9 prosecution in the Eastern District of Washington for the Covered Conduct shall be
10 deferred for 24 months. This 24-month period begins on the date this Agreement is
11 signed by both parties and accepted by the Court.

12 5. The United States and Defendant stipulate and agree that the Court will
13 maintain jurisdiction over this matter and that the Court shall be the final arbiter as to:
14 (1) whether a party breached this Agreement, and if so; (2) the appropriate remedy,
15 which may include either terminating the Agreement or modifying its terms. A
16 modification may include extending the Agreement's 24-month period by an
17 additional 12 months, for a total of 36 months.

18 II. Terms

19 Defendant stipulates and agrees to the following terms:

20 6. **Waiver of Constitutional Rights.** Defendant, by entering this
21 Agreement, agrees to waive certain constitutional rights including (1) the right to a
22 jury trial; (2) the right to see, hear, and question witnesses; and (3) the right to compel
23 witnesses to testify. Defendant knowingly and voluntarily waives the above rights.

24 7. **Supervision.** Defendant stipulates and agrees to be supervised by the
25 U.S. Probation Office during this 24-month period (or longer, if the period is extended
26 by the Court). Further, Defendant understands the following:

27 a. Defendant shall not violate any federal, state, or local law. This
28 term does not apply to minor civil infractions such as speeding.

1 b. If Defendant is arrested or has any official contact with law
2 enforcement in a civil or criminal investigative capacity, Defendant shall notify
3 Defendant's supervising pretrial diversion officer within two business days.

4 c. Defendant shall live within the jurisdiction of the Eastern District
5 of Washington. If Defendant seeks to reside outside the District, Defendant shall
6 notify and seek the approval of Defendant's supervising pretrial diversion officer so
7 that appropriate arrangements in light of the Agreement can be made.

8 d. Defendant is currently on disability and is not employed. If
9 Defendant's status changes, she will notify her supervising pretrial diversion officer
10 and seek employment in a lawful occupation.

11 e. Defendant shall report to Defendant's supervising pretrial
12 diversion officer as directed by the Court or U.S. Probation. Any failure to abide by
13 the reporting requirements as established by the Court or U.S. Probation shall be
14 deemed as an irrevocable violation of the Agreement.

15 f. Defendant shall not possess, control, consume, and/or use any
16 illegal control substance, including marijuana, nor possess any firearm or ammunition
17 for any firearm. Defendant shall not use alcohol to excess.

18 8. **Restitution.** As an express condition of this Agreement and the promises
19 made by the United States herein, Defendant agrees to pay restitution to State Farm
20 Insurance Company as follows:

21 a. Defendant agrees to pay restitution in an amount of \$600 in the
22 form of \$25 per month installment payments for the 24-month period of this
23 Agreement. Should the Agreement be extended to 36 months, Defendant's \$25 per
24 month restitution payment shall likewise be extended, resulting in total restitution to
25 State Farm in the amount of \$900. Any interest on restitution shall be waived.

26 b. Defendant expressly agrees to make timely and complete payments
27 according to the repayment schedule. Failure to make timely monthly payments may
28 be deemed a breach of this Agreement.

1 c. Defendant agrees that his obligation to pay restitution of \$600 (or
2 \$900 if the Agreement is extended) continues until full restitution is made, and agrees
3 that she is obligated to pay the entire agreed upon restitution balance regardless of
4 whether he breaches this Agreement.

5 d. Until Defendant's restitution obligations are paid in full, Defendant
6 agrees to fully disclose all assets in which Defendant has any interest or over which
7 Defendant exercises control, directly or indirectly, including those held by a spouse,
8 nominee, or third party.

9 e. Defendant voluntarily agrees that the United States may
10 immediately record a lien against all property and rights to property of the Defendant,
11 which shall be released upon full payment of the restitution balance.

12 f. Defendant agrees that if she fails to make restitution payments as
13 provided in this Paragraph, the United States shall be entitled to the entry of a money
14 judgment against the Defendant in the amount of the outstanding balance. The parties
15 further agree that if a money judgment is entered, the United States shall be entitled to
16 discovery in aid of collection of the money judgment.

17 g. Defendant understands the Treasury Offset Program ("TOP")
18 collects delinquent debts owed to federal agencies. If the Defendant fails to make her
19 restitution payments as agreed in this Paragraph, she shall be enrolled in TOP and
20 TOP may take all or part of Defendant's federal tax refund, federal retirement
21 benefits, or other federal benefits and apply these monies to Defendant's restitution
22 obligations.

23 h. Defendant understands that if the Defendant fails to make her
24 restitution payments as agreed in this Paragraph, the United States may pursue any
25 available remedies to ensure the restitution obligation is satisfied, including, but not
26 limited to, garnishment and/or execution against available funds, wages, or assets.

27 9. **Tolling.** Defendant stipulates and agrees to toll the running of all
28 applicable statutes of limitations and any time-based defenses for the Covered

1 Conduct. This tolling shall run from the date the Agreement is signed by all parties
2 until the Agreement expires or is terminated by the Court. Defendant stipulates and
3 agrees that the Agreement's tolling provision does not abridge or curtail the applicable
4 statute of limitations in any way, but rather extends the applicable statute of
5 limitations by the period of time that the Agreement is in effect.

6 Defendant further expressly waives indictment and all rights to a speedy
7 indictment and/or trial pursuant to the Sixth Amendment of the United States
8 Constitution; 18 U.S.C. § 3161, Federal Rule of Criminal Procedure 48(b), and any
9 applicable Local Rules of the United States District Court for the Eastern District of
10 Washington for the period during which this Agreement is in effect.

11 10. **Breach.** If the Court, after a hearing, terminates the Agreement based on
12 a breach by Defendant, the United States may resume its prosecution against
13 Defendant as to the charge(s) under investigation, and any additional charges.

14 11. **Admissibility of the Agreement in Prosecution.** In the event that the
15 Court terminates the Agreement based on a breach by Defendant, Defendant stipulates
16 and agrees that the Agreement and Defendant's admissions contained therein shall be
17 admissible against Defendant at any trial, sentencing, or other related proceeding.

18 The United States stipulates and agrees to the following:

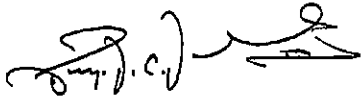
19 12. **Deferred Prosecution and Dismissal.** The United States stipulates and
20 agrees to defer prosecution of the above-captioned matter for a period of 24 months
21 (or up to 36 months, if the Agreement is extended). When and if Defendant satisfies
22 all the requirements of the Agreement (including any modifications or extensions), the
23 United States stipulates will, seek dismissal with prejudice of the Information filed
24 against Defendant pursuant to this Agreement. Except in the event of a violation by
25 Defendant of any term of this Agreement, the United States will bring no additional
26 charges against Defendant relating to Defendant's conduct as described in the
27 Information and the Covered Conduct set forth above. This agreement does not
28 provide any protection against prosecution for any crimes except as set forth above.

1 Defendant and the United States understand that the Court must approve deferral
 2 under the Speedy Trial Act, in accordance with 18 U.S.C. § 3161(h)(2). Should the
 3 Court declined to defer prosecution for any reason: (1) both the United States and
 4 Defendant are released from any obligation imposed upon them by this Agreement;
 5 and (2) this Agreement shall be null and void, except for the tolling provisions set
 6 forth herein.

7 III. Approvals and Signatures

8 Agreed and submitted on behalf of the United States Attorney's Office for the
 9 Eastern District of Washington.

10
 11 Vanessa R. Waldref
 12 United States Attorney


13 

08/23/2023

14 George J.C. Jacobs, III
 15 Assistant U.S. Attorney

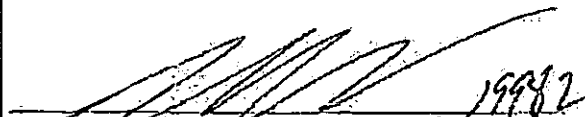
Date

16 I have read the Agreement and have carefully reviewed and discussed every
 17 part of the agreement with my attorney. I understand and voluntarily enter into this.
 18 Furthermore, I have consulted with my attorney about my rights, I understand those
 19 rights, and I am satisfied with the representation of my attorney in this case. I
 20 understand the terms and conditions of the Agreement and agree to comply with them.

21
 22 
 23 Insaf A. Karawi
 24 Defendant

Date


8/17/23

25
 26  19982
 27 Nicholas Marchi
 28 Attorney for Defendant

Date

8/17/23

1 Defendant's counsel
2 I hereby certify that I have read and interpreted the entire foregoing document
3 to the Defendant in a language with which he is conversant. If questions have arisen, I
4 have notified the Defendant's counsel of the questions and have not offered nor given
5 legal advice nor personal opinions.

6 
Interpreter

08/17/2023
Date

7
8
9 Approved without passing judgment on the merits or wisdom of this diversion.

10 
11
12 United States District Judge.

8/28/2023
Date